

REPORT OF REQUEST FOR RESTRICTIVE TRADE PRACTICE OR BOYCOTT
SINGLE TRANSACTION

(For reporting requests described in Part 769 of the Export Administration Regulations)

NOTICE OF RIGHT TO PROTECT CERTAIN INFORMATION FROM DISCLOSURE

The Export Administration Act permits you to protect from public disclosure information regarding the quantity, description, and value of commodities or technical data supplied in Item 11 of this report and in any accompanying documents. If you do not claim this protection, all of the information in your report and in accompanying documents will be made available for public inspection and copying.

You can obtain this protection by certifying, in Item 10 of the report, that disclosure of the information referred to above would place a United States company or individual involved in the report at a competitive disadvantage. If you make such a certification in Item 10, you may remove information regarding the quantity, description, and value of the commodities or technical data supplied by you from Item 11 of the inspection copy of the report form and from the public inspection copies of the accompanying documents.

The withholding of this information will be honored by the Department unless the Secretary determines that disclosure of the information would not place a United States company or individual at a competitive disadvantage or that it would be contrary to the national interest to withhold the information.

THIS SPACE FOR BXA USE

950635

A

BATCH

37

5

MONTH/YEAR

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98

RSN

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SUBSET

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RTP

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CLASS

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FILING

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TAG

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This report required by law (50 U.S.C. App. §2407 (b)(2) P.L. 103-10; 15 C.F.R. Part 769. Failure to report can result both in criminal penalties, including fines or imprisonment, and administrative sanctions.

Instructions: 1. Complete all items that apply. 2. Assemble original report form and accompanying documents as a unit, and submit intact and unaltered. 3. Assemble and submit the duplicate copy of report form (marked Duplicate (Public Inspection Copy)) and additional copies of accompanying documents (marked with the legend "Public Inspection Copy.") 4. If you certify, in item 10, that the disclosure of the information specified there would cause competitive disadvantage, edit the "Public Inspection Copy" of the documents submitted to exclude the specified information and remove the bottom of the Duplicate "Public Inspection Copy" of the report form relating to Item 11.

Public reporting for this collection of information is estimated to average one hour per request, including the time for reviewing instructions, searching existing data sources, gathering and maintaining the data needed, and completing and reviewing the collection of information. Send comments regarding this burden estimate or any other aspect of this collection of information, including suggestions for reducing this burden, to Office of Security and Management Support, Bureau of Export Administration, U.S. Department of Commerce, Washington, D.C. 20230; and to the Office of Management and Budget, Paperwork Reduction Project (0694-0012), Washington, D.C. 20503.

1a. Identify firm submitting this report:

Name: THE COLEMAN CO., INC.
Address: 2111 EAST 37TH STREET NORTH
City, State, and ZIP: WICHITA, KS 67219
Country (if other than USA):
Telephone: (316) 832-617
Firm Identification No. (if known): 29-34

Specify firm type:

☒ Exporter/MFG.
☐ Bank
☐ Forwarder
☐ Carrier
☐ Insurer
☐ Other

1b. Check any applicable box:

☐ Revision of a previous report (attach two copies of the previously submitted report)
☐ Resubmission of a deficient report returned by BXA (attach form letter that was returned with deficient report)
☐ Report on behalf of the person identified in Item 2
☒ Dual report on behalf of self and the person identified in Item 2

2. If you are authorized to report and are reporting on behalf of another U.S. person, identify that person (e.g., domestic subsidiary, controlled Foreign subsidiary, exporter, beneficiary):

Name: COLEMAN DUBAI
Address: R/A 8, CA - 1, P.O. BOX 17189
City, State, and ZIP: JEBEL ALI FREE ZONE, DUBAI
Country (if other than USA): UNITED ARAB EMIRATES
Type of firm: (see list in Item 1a) BRANCH OF A DOMESTIC SUBSIDIARY
Firm Identification No. (if known):

3. Identify exporting firm, unless same as item 1a or 2:

Name:
Address:
City, State, and ZIP:
Country (if other than USA):
Firm Identification No. (if known):

4. (a) Name of boycotting country from which request originated:

UNITED ARAB EMIRATES

(b) Name of country directing inclusion of request, if different from (a) above:

5. Name of country or countries against which request is directed:

ISRAEL

6. Reporting firm's reference number (e.g., letter of credit, customer order, invoice):

931494

7. Date firm received request: (use digits for month/day/year)

11/11/96

8. Specify type(s) of document conveying the request:

☐ Request to carrier for blacklist certificate (submit two copies of blacklist certificate or transcript of request)

☐ Unwritten, not otherwise provided for (make transcript of request and submit copies)

☐ Letter of credit

☒ ~~XXXXXXXXXXXXXXXXXXXX~~ purchase order/~~XXXXXXXXXXXXXXXXXXXX~~

☐ Bid invitation/tender/proposal/trade opportunity

☐ Questionnaire (not related to a particular dollar value transaction)

☐ Other written (specify)

Submit two copies of each document or relevant page in which the request appears

9. Decision on request: (Check one)

☒ Have not taken and will not take the action requested. SEE ATTACHMENT

☐ Have taken or will take the action requested.

☐ Have taken or will take the action requested and claim it is subject to a grace period (attach detailed explanation).

☐ Have taken or will take the action requested but in a modified form (attach detailed explanation).

☐ Unable to report ultimate decision on the request at this time and will inform the Bureau of Export Administration of the decision within ten days after decision is made.

Additional Information: The firm submitting this report may, if it so desires, state on a separate sheet any additional information relating to the request reported or the response to that request. This statement will constitute a part of the report and will be made available for public inspection and copying, subject to the right to protect certain confidential information from disclosure described in Item 10.

10. Protection of Certain Information from Disclosure: (Check appropriate boxes and sign below)

1. ☒ I (We) certify that disclosure to the public of the information regarding quantity, description, and value of the commodities or technical data contained in:

☒ Item 11 below (If you check this box, be sure to remove the bottom of the Duplicate (Public Inspection Copy) of the report form relating to Item 11.)

☐ Attached documents (If you check this box, be sure to edit the "Public Inspection Copy" of the documents submitted to exclude the specified information) would place a United States person involved at a competitive disadvantage, and I (We) request that it be kept confidential.

2. ☐ I (We) authorize public release of all information contained in the report and in any attached documents. I (We) certify that all statements and information contained in this report are true and correct to the best of my (our) knowledge and belief.

Sign here in ink

Susan Long

Type or print

SUSAN LONGINTERNATIONAL CUST. SVC. MGR.

Date

02/27/97



February 27, 1997

Attachment to Report No. 950635

To Whom It May Concern:

No consideration was given to origin of goods by any Coleman company. Only positive statement of origin was stated on Coleman Dubai's invoice and quote.

Sincerely,

Susan Long
International Customer Service Manager
The Coleman Company, Inc.

CONDITIONS OF PURCHASE

1. ACKNOWLEDGEMENT ORDER

Acknowledgement of this order must be made by return of post. If the delivery date is not stated in the order, it must be advised on the acknowledgement. Acceptance of the order entails acceptance of all its conditions and instructions and in the event of such conditions and instructions conflicting with any conditions or instructions of the Seller, whether specified in the Seller's quotation acknowledgement or acceptance or otherwise, the Seller's conditions and instructions shall be deemed to have no application and the Buyer's conditions and instructions shall prevail.

2. ADVICE NOTES

A detailed advice note must be forwarded to the Buyer as instructed on the same day as the goods are dispatched.

3. ORDER AMENDMENTS

If it is found necessary to make any alterations to the original order this shall be done by written order amendment. Should the agreed price increase or decrease because of this amendment the Seller shall notify the Buyer of any change within 14 days from the receipt of the written agreement.

4. PRICE

The price quoted by the Seller or shown on the Buyer's Official Purchase Order is firm and not subject to variation for any reason. The Buyer shall be entitled to deduct from any monies due or becoming due to the Seller in connection with the order any monies due from the Seller to the Buyer.

5. PACKING MATERIALS

Packing cases, boxes, drums and / or packing materials shall form part of the quoted price and shall not be separately charged by the Seller and shall be regarded as non-returnable unless otherwise agreed in writing by the Buyer. The goods must be packed for rough handling and sea voyage. Any loss or damage arising out of insufficient or defective packing will be to Seller's account.

6. TITLE AND RISK

The title and risk in the goods shall not pass to the Buyer until the goods are physically delivered in good condition to the Buyer's works and / or his agent or to any other agreed delivery point.

7. REPLACEMENT AND CANCELLATION

(a) If it is found on inspection, in manufacture, or in use that any goods or material supplied do not conform to the specifications or sample or if the quality of the material and / or workmanship is defective or not to the Buyer's reasonable satisfaction, the Buyer shall be entitled, without prejudice to his other rights statute or otherwise to return the goods or material to the Seller for replacement at no cost to the buyer.

(b) In the case of failure by the Seller to deliver or complete within the stipulated time or failure to comply with the conditions of the order, or in the event continued deliveries of defective goods or materials, the Buyer reserves the right to cancel the whole or any part of the order.

(c) Any breach by the Seller of any term of the order either in respect of time or delivery or otherwise shall, whether the Buyer has accepted the goods or materials or any part thereof or not, and whether the property in the goods or materials has passed to the Buyer of its option either to treat the order as repudiated in whole or in part or in respect of such portion of the order not to repudiated take action in respect of the breach including a claim for damages where appropriate.

8. GUARANTEE

The Buyer shall be entitled, without prejudice to the other rights under statute or otherwise, to require the Seller to make good by replacement or repair free of charge any defect in or failure of the goods or materials supplied which, under proper use appear therein and arise from faulty design, materials or workmanship, within a period of 12 calendar months, or such longer period as shall be agreed by the Seller since the goods or materials were first used or operated commercially by the Buyer.

9. INDEMNITY

The Seller will indemnify the Buyer against the following:
(a) Loss or damage or injury, or death whatsoever arising caused by the Buyer, or for which the Buyer be liable to the third party, due to defective workmanship or unsound quality of goods or services supplied.
(b) Claims in respect of death or injury, howsoever caused, to any of the employees of the seller, its agents or sub-contractors while in or about the Buyer's sites or works or other places of business.

In the event of the seller's non-conformance to the contracted delivery dates, it will be incumbent upon the seller to pay the buyer penalty/liquidated damages at the rate of 1% per week for delay in deliveries subject to a maximum of 5% of the contract value.

10. INSPECTION AND TESTS

(a) Seller will carry out stagewise inspection during the course of manufacture of the goods and let buyer have their Works Inspection and Test Certificates.
(b) If the goods within the scope of statutory inspection for the purpose of exports, the Seller will arrange such inspection at his cost and give all facilities as necessary for the same.

(c) In addition to (a) and (b) above, the Buyer reserves the right at appoint an independent Inspection Agency for the purpose of carrying out inspection at all stages of manufacture of the goods. The Seller will, without additional charges, furnish same and convenient inspection and tests required by the nominated Inspection Agency. No work shall be considered completed in accordance with the terms of the contract, until the nominated Inspection Agency shall have certified in writing that it has been inspected and approved.

(d) Inspection by the nominated Inspection Agency or waiver of inspection and release of material shall not relieve the Seller from the responsibility of conforming to their requirements of the specification nor invalidate any claims which may be made because of defective or unsatisfactory material and workmanship.

11. WARRANTY

Sellers offer should stipulate the precise nature of warranty applicable to the products and the period. The products should withstand service under tropical conditions prevailing in the country of the buyer.

12. PENALTY / LIQUIDATED DAMAGES

In the event of the seller's non-conformance to the contracted delivery dates, it will be incumbent upon the seller to pay the buyer penalty / liquidated damages at the rate of 1% per week for delay in deliveries subject to a maximum of 5% of the contract value.

13. ISRAELI CLAUSE

The seller shall not supply goods or materials which have been manufactured or processed in Israel nor shall the services of any Israeli organisation be used in handling or transporting the goods or materials.

14. ARBITRATION

In case of any disputes or differences whatsoever arising between the parties out of relating to the validity, construction meaning, operation or effect of the contract or the breach thereof the arbitration shall be conducted at Dubai in accordance with the local laws and regulations. The contract shall be governed by the law of the U.A.E. The award shall be final and binding on the parties.